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### NOTES OF CASES.

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**CONTRACTS—BREACH—AGREEMENT NOT TO SUE.**—An agreement between parties to a contract that neither shall maintain a suit thereon after breach, all differences to be settled by arbitration, is held, in *Hartford F. Ins. Co. v. Hon* (Neb.) 60 L. R. A. 436, to be without binding force, as tending to oust the courts of their jurisdiction.

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**CARRIERS—NEGLIGENCE—STRIKES.**—The attempt of a street railway company to operate its cars during a strike of its employees is held, in *Fewings v. Mendenhall* (Minn.), 60 L. R. A. 601, not to be negligence, so as to make it liable for an injury to a passenger struck by a stone thrown from the street into a car by a strike sympathizer in no way under the control or direction of the company.

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**DEAD BODIES—CUSTODY—BURIAL.**—The right to the custody and to decide upon the place of burial of the body of a deceased unmarried person is held, in *McEntee v. Bonacum* (Neb.) 60 L. R. A. 440, to reside ordinarily in his next of kin; and it is held that the courts will not treat this right as having been waived or relinquished except upon clear and satisfactory evidence of conduct indicative of a free and voluntary intent and purpose to that end.

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**INTERSTATE COMMERCE—MUNICIPAL REGULATION—SPEED OF TRAIN.**—An ordinance limiting the speed of trains of an interstate railway which carries United States mail to 10 miles an hour within the corporate limits of the municipality, which is passed for the safety of the public and the protection of life and property, is held, in *Chicago & A. R. Co. v. Carlinville* (Ill.) 60 L. R. A. 391, not to be void as imposing an unreasonable restriction upon interstate commerce and the speedy transportation of the mail.

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**CONSTITUTIONAL LAW—STATUTES—TITLES.**—A statute so framed as to be wholly or in part unconstitutional, but having a title expressing a constitutional object, is held in *State, Allison Prosecutor v. Corker* (N. J. Err. & App.) 60 L. R. A. 564, to be capable, by amendatory legislation, of being rendered constitutional without having recourse to an enactment independent throughout its provisions.

With this case is a note on the subject of power to cure unconstitutional statute by amendment.

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**JUDGMENTS—GARNISHEES—SENDING CLAIM OUT OF STATE.**—Violation of a state statute in sending a claim out of the state for the purpose of garnishment is held, in *Baltimore & O. S. W. R. Co. v. Adams* (Ind.) 60 L. R. A. 396, not to deprive the garnishee of the protection of the foreign judgment, under which he pays the claim, from liability to pay the debt a second time to his creditor within the state, if he has disclosed all defenses within his knowledge to the foreign court and notified the debtor of the proceedings, notwithstanding which the foreign court which has jurisdiction over the parties and the *res*, compelled him to pay the claim.